

## Win \$1000 Shopping Spree Maybelline Priceline Terms & Conditions ("Conditions of Entry")

| Schedule   |   |                   |   |
|--|---|-------------------|---|
| <b>Promotion:</b>  | Win \$1000 Shopping Spree Maybelline Priceline  |                   |   |
| <b>Promoter:</b>   | L'Oreal Australia Pty Ltd ABN 40 004 191 673, 564 St Kilda Road, Melbourne, VIC 3004, Australia. Ph: 03 8680 0000   |                   |   |
| <b>Promotional Period:</b>   | <b>Start date:</b> 28/08/20 at 09:00 am AEST<br><b>End date:</b> 30/09/20 at 11:59 pm AEST  |                   |   |
| <b>Eligible entrants:</b>  | Entry is only open to NSW, NT, QLD, SA, TAS, VIC and WA residents. Entrants under the age of 18 must have parent or legal guardian approval to enter.   |                   |   |
| <b>How to Enter:</b>   | To enter the Promotion, the entrant must complete the following steps during the Promotional Period:<br>a) spend at least \$30.00 on Maybelline New York products in one (1) transaction from any Priceline store displaying advertising for the Promotion ("Participating Venues"); and<br>b) visit <a href="http://www.maybelline.com.au/competition-terms-and-conditions">www.maybelline.com.au/competition-terms-and-conditions</a> , follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name and email address) and upload a copy of their proof of purchase (original receipt).<br><br><b>Proof of Purchase:</b> The entrant must retain proof of purchase. The proof of purchase required is an original receipt. |                   |   |
| <b>Entries permitted:</b>  | Multiple entries permitted subject to the following:<br>a) only one (1) entry can be submitted per transaction; and<br>b) the entrant is eligible to win a maximum of one (1) prize (excludes SA residents).<br><br>By completing the entry method, the entrant will receive one (1) entry.   |                   |   |
| <b>Total Prize Pool:</b>   | AUD \$5,000.00  |                   |   |
| Prize Description  | Number of this prize  | Value (per prize) | Winning Method  |
| The prize is a \$1,000.00 The Iconic gift card.<br><br>Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card. | 5   | AUD\$1,000.00     | Draw: computerised random selection - 01/10/20 at 02:30 pm AEST |
| <b>Winner notification:</b>  | The winners will be contacted by email within two (2) business days of the draw. The winners will be published at <a href="http://www.maybelline.com.au/competition-terms-and-conditions">www.maybelline.com.au/competition-terms-and-conditions</a> by 08/10/20.   |                   |   |
| <b>Unclaimed Prizes:</b>   | Prizes must be claimed by 02/11/20 at 02:30 pm AEDT. In the event of an unclaimed prize, the prize will be redrawn on 04/11/20 at 02:30 pm AEDT at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winners of the redraw will be notified by email within two (2) business days of the redraw. The winners will be notified publicly (and their details published) at <a href="http://www.maybelline.com.au/competition-terms-and-conditions">www.maybelline.com.au/competition-terms-and-conditions</a> by 11/11/20.  |                   |   |

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- Valid and eligible entries will be accepted during the Promotional Period.

4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.

**6. Draw:**

- a) The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 02:30 pm AEST on 01/10/20 using computerised random selection.
    - i) The first five (5) valid entries drawn will be the winners of the prizes specified in the Schedule above.
  - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
  - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
7. All reasonable attempts will be made to contact each winner.
  8. If there are no prize winner/s or winner/s for this Promotion cannot be found this information will be published at [www.maybelline.com.au/competition-terms-and-conditions](http://www.maybelline.com.au/competition-terms-and-conditions)
  9. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
  10. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
  11. Entrants must keep their proof of purchase specified in How to Enter for each entry as proof of purchase ("Proof of Purchase"). If an entrant fails to produce the Proof of Purchase for a specific entry or each entry, as and when requested by the Promoter, the Promoter has the right to invalidate the entrant's respective entry/entries for which Proof of Purchase cannot be provided and/or all entries submitted by that entrant and/or forfeit the entrant's right to a prize. Purchase receipt(s) must clearly specify: (a) the store of purchase as an eligible store; (b) the required product/s or service/s to be purchased for entry; and (c) that the purchase was made during the Promotional Period and prior to entry.
  12. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
  13. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
  14. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
  15. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
  16. All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this competition. The Promoter may collect entrants' personal information (including through its contractors or agents) or disclose entrants' personal information to its contractors and agents to assist in conducting this competition or communicating with, or developing its relationship with, entrants including to overseas locations such as New Zealand, the USA, Canada, Singapore and other countries in Asia and the EU. By entering this promotion, entrants consent to the storage of their personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting the entrant via electronic messaging. By entering this promotion, entrants consent to receiving SMS or email messages from the Promoter. The Promoter is bound by the Privacy Principles in the Privacy Act 1988. Entrants can request access to the personal information the Promoter holds about them by contacting the Promoter at the address stated in the Promoter section of these conditions. The Promoter's

Privacy Policy, located at <https://www.loreal.com.au/miscellaneous/loreal-australia-privacy-policy.htm>, contains information about: (a) how entrants can seek access to the personal information the Promoter holds about them and seek the correction of such information; and (b) how entrants can complain about a privacy breach and how the Promoter will deal with such a complaint.

17. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
18. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
19. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
20. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
21. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
22. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
23. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the complainant/entrant/winner. If the dispute cannot be resolved the Promoter's decision will be final.
24. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
25. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
26. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.